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9

10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
12

13 CNC SOFTWARE, LLC,
14 Plaintiff,

15 v.

16 AEROSPARES FABRICATION, LLC;
17 REYNALDO MAMARIL, AND DOES
18 1-10.
19 Defendants.

Case No.: 2:22-cv-4767

20 **COMPLAINT AND**
21 **DEMAND FOR JURY TRIAL**
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INTRODUCTION

Plaintiff, CNC Software, LLC (“CNC” or “Plaintiff”), brings this action against Defendants, Aerospares Fabrication, LLC (“AFL”), Reynaldo Mamaril (“Mamaril”), and DOES 1 through 10 (collectively “Defendants”), for copyright infringement in violation of 17 U.S.C. § 101 et seq., violation of the Digital Millennium Copyright Act’s (“DMCA”) anti-circumvention prohibitions in 17 U.S.C. §§1201 and 1203 and for breach of contract. By this Complaint, CNC seeks, inter alia, injunctive relief, monetary damages, and attorneys’ fees under 17 U.S.C. §§ 106, 501, 502, 504 and 505, and 17 U.S.C. §§1201 and 1203 and alleges as follows:

THE PARTIES

1. Plaintiff is a limited liability company with a principal place of business located at 671 Old Post Road, Tolland, Connecticut 06084.

2. AFL is a California limited liability company located at 15534 Minnesota Avenue, Paramount, California 90723.

3. Mamaril, an individual, is the sole member and manager of AFL, has a principal place of business of 15534 Minnesota Avenue, Paramount, California 90723, and a residence address in Bellflower, California. Mamaril, as the sole managing member of AFL, and self-described AUTOCAD trained expert, is the person directly responsible for either downloading and use, or authorizing downloading and use, of the pirated MASTERCAM® software, is thereby a principal, guiding spirit, central figure, and the moving, active, conscious force behind AFL and AFL’s copyright infringement, and has control over the day-to-day operations thereof, and directly benefits from the tortious conduct alleged herein. AFL’s website, under Mamaril’s direction, advertises and touts AFL’s “capabilities” with “CNC Machines,” which are operated by infringing Mastercam® software. A number of cease and desist letters were sent to AFL, but Mamaril took no steps to stop the infringement, which has continued to at least the

1 date of this filing.

2 4. CNC is unaware of the true names and capacities of DOES 1 through
3 10, inclusive, and therefore sues said Defendants by such fictitious names. CNC
4 will ask leave of Court to amend this Complaint to state the true names and
5 capacities of the Defendants sued as DOES when the same are ascertained. CNC
6 is informed and believes and based thereon, alleges that each of the fictitiously
7 named Defendants are responsible in some manner for the occurrences herein
8 alleged, and that CNC's damages, as herein alleged, were proximately caused by
9 their conduct.

10 5. CNC is informed and believes, and on that basis alleges, that at all
11 times relevant to this action, each of the Defendants was the agent, affiliate,
12 officer, director, manager, principal, alter-ego, and/or employee of the remaining
13 Defendants and were at all times acting within the scope of such agency,
14 affiliation, alter-ego, relationship and/or employment, and actively participated in
15 or subsequently ratified and adopted, or both, each and all of the acts or conduct
16 alleged herein with full knowledge of each and every violation of CNC's rights and
17 the damages to CNC proximately caused thereby.

18 **JURISDICTION AND VENUE**

19 6. This is a civil action seeking damages and injunctive relief for copyright
20 infringement under the Copyright Act of the United States, 17 U.S.C. § 101 *et seq.*

21 7. This Court has original and exclusive jurisdiction over the subject
22 matter of this Complaint pursuant to 28 U.S.C. §§ 1331 and 1338(a).

23 8. Plaintiff is informed and believes that this Court may properly
24 exercise personal jurisdiction over the Defendants because AFL is a California
25 limited liability company located in Los Angeles County and regularly does
26 business in the state.

27 9. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c),
28 and/or § 1400(a).

THE ASSERTED COPYRIGHTS

10. U.S. Copyright Registration No. TX 000-740-3804 (“MASTERCAM X5®”) is owned by the Plaintiff.

11. U.S. Copyright Registration No. TXu 1-832-859 (“MASTERCAM X6®”) is owned by the Plaintiff.

12. U.S. Copyright Registration No. TX 7-923-706 (“MASTERCAM X7®”) is owned by the Plaintiff.

13. U.S. Copyright Registration No. TX 8-051-551 (“MASTERCAM X8®”) is owned by the Plaintiff.

14. U.S. Copyright Registration No. TX 8-118-373 (“MASTERCAM X9®”) is owned by the Plaintiff.

15. U.S. Copyright Registration No. TX 8-475-949 (“MASTERCAM X10®”) is owned by the Plaintiff.

16. U.S. Copyright Registration No. TX 000-856-1629 (“MASTERCAM 2017®”) is owned by the Plaintiff.

17. U.S. Copyright Registration No. TX 8-469-597 (“MASTERCAM 2018®”) is owned by the Plaintiff.

18. U.S. Copyright Registration No. TXu 2-071-315 (“MASTERCAM 2019®”) is owned by the Plaintiff.

19. U.S. Copyright Registration No. TXu 2-123-245 (“MASTERCAM 2020 TECHNICAL PREVIEW®”) is owned by the Plaintiff.

20. U.S. Copyright Registration No. TXu 2-175-258 (“MASTERCAM 2021 Technical Preview®”) is owned by the Plaintiff.

21. U.S. Copyright Registration No. TX 8-996-742 (“MASTERCAM 2022”) is owned by the Plaintiff.

22. U.S. Copyright Registration No. TX 9-048-616 (“MASTERCAM 2023 Technical Preview”) is owned by the Plaintiff.

23. U.S. Copyright Registration No. TX 9-131-575 (“MASTERCAM

2023”) is owned by the Plaintiff.

BACKGROUND FACTS

24. CNC was established in 1983. The company is headquartered in Tolland, Connecticut, and is one of the oldest businesses in the CAD/CAM (Computer Aided Design/Computer Aided Manufacturing) industry.

25. CNC’s flagship product, MASTERCAM®, has grown to become one of the most recognizable brands in manufacturing, worldwide, and is the most widely used CAM systems in the market today. MASTERCAM® is used in a wide variety of industries including Aerospace, Medical and Transportation.

26. MASTERCAM® is protected by the copyrights asserted in ¶¶ 10-23 of this Complaint.

27. CNC regularly improves, updates and adds features when it releases new versions of its MASTERCAM® software.

28. For each new version of its MASTERCAM® software, CNC applied for and received a copyright registration.

29. Each new version of MASTERCAM® software is substantially similar to the preceding version, and in most cases, to other earlier versions of the MASTERCAM® software.

30. Plaintiff licenses the MASTERCAM® software to its customers. Customers may purchase single-user licenses or multi-user licenses. In either case, the number of simultaneous users or end-users may not exceed the number of licenses purchased. Plaintiff prevents unauthorized access of the MASTERCAM® software through the use of a Security Mechanism. Plaintiff’s license agreement states that customers are not allowed to use the MASTERCAM® software without the Security Mechanism and that the MASTERCAM® software can detect the installation or use of illegal copies of the MASTERCAM® software and collect and transmit data about those illegal copies.

31. Piracy of software occurs when users access software for which they

1 have not purchased a valid license. The ease of digital replication of software
2 lends itself to illegal copying of software, where users may make multiple copies
3 of a software program, and then distribute the copies to users who have not made a
4 legal purchase of the software (i.e., either distributing the software for free, or
5 selling the copies of the software at deeply discounted prices). The licensing
6 associated with the MASTERCAM® software limits how many licensed versions
7 of the MASTERCAM® software can be used at once, but Plaintiff allows those
8 licensed organizations to install the MASTERCAM® software on an unlimited
9 number of computers.

10 32. In an effort to reduce the use of illegally copied software, software
11 providers implement license verification technology where the software will not
12 function unless a license has been legally purchased. The license verification
13 technology may be a software mechanism or a physical mechanism to be attached
14 to a single computer. The license verification technology may be in the form of a
15 key (i.e., a series of numbers and letters) that a user types in during the software
16 installation process, or a hardware device, where the software will only operate
17 correctly when the hardware device is attached to the computer executing the
18 software. The license verification technology is provided by the software provider
19 to the buyer when the software is purchased legally. Users who have not made a
20 legitimate purchase of the software will not have access to the key or hardware
21 device provided by the software provider, and therefore the software will not
22 function properly. Plaintiff provides license verification technology as a
23 component of the above-mentioned Security Mechanism.

24 33. Software hackers reverse engineer the Security Mechanism and then
25 provide processes and utilities to bypass the license enforcement in order to allow
26 unauthorized use of the software. These processes and utilities mimic the license
27 verification technology (i.e., keys, hardware devices, etc.) as a means to allow
28 pirated software to function fully as legally purchased software. Software utilities

1 that mimic the license verification technology are often referred to as “cracked”
2 licenses. Software hackers may also create hacked versions of the software such
3 that a license is not needed during installation.

4 34. Sophisticated websites exist where illegally obtained software, the
5 software utilities that mimic the license verification technology, and hacked
6 versions of the software may be downloaded and installed by those who do not
7 want to pay for properly licensed software. Each hacked version of the software
8 represents a lost sale and/or license for the company that owns the software and for
9 resellers of the software (who may provide hardware installation and support, and
10 software configuration, customization, and maintenance). A study by the Business
11 Software Alliance reported that properly licensed software has a positive impact on
12 national economic activity that is more than three times the impact of pirated
13 software.¹

14 35. Software that has been hacked or modified to use a cracked license
15 may also contain malware that can damage computer systems, and/or infiltrate the
16 computer network and the data on that network. In a report commissioned by the
17 Business Software Alliance, the higher the pirated software rate in a country, the
18 more malware generally encountered on computers in that country.² Software that
19 has been hacked may also not operate properly, negatively impacting the
20 reputation of the software company that now has no oversight or control over the
21 quality of the hacked versions of its software in use, and/or the products produced
22 by that software.

23 36. Piracy Detection and Reporting Security Software (“PDRSS”) exists
24 to identify instances of pirated software in use and provides the identity and
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28 ¹ https://www.bsa.org/files/reports/2013softwarevaluestudy_en.pdf

² <https://www.bsa.org/news-events/news/report-finds-unlicensed-software-and-malware-are-tightly-linked-1>

1 location of organizations utilizing the pirated software to the software providers.
2 Identification of pirated software allows the software providers to take legal action
3 against intentional software piracy, notify unwitting organizations of the illegal use
4 of the software (and the potential malware problems that can accompany pirated
5 software), and sell valid software licenses in the place of the previously illegally
6 obtained software programs to recoup lost sales. Plaintiff identifies instances of
7 pirated software in use through PDRSS which, along with the license verification
8 technology, is a component of the Security Mechanism.

9 37. PDRSS providers also identify the means by which software hackers
10 have thwarted the license verification technology (i.e., the aforementioned cracked
11 license) for a particular software program. For example, PDRSS providers may
12 accomplish this by downloading pirated software from the above-mentioned
13 websites and determining how the software hackers were able to bypass the license
14 verification technology. Once the software hackers' methods are identified, the
15 PDRSS providers then work with software providers, such as Plaintiff to map out a
16 plan for determining when pirated software is in use. This includes identifying
17 when the pirated software is using a cracked license.

18 38. The plan may include a variety of forms for identifying software
19 piracy. The plan may also include defining software use patterns that are
20 indicative of software piracy. PDRSS providers work with software providers to
21 determine various patterns that are indicative of pirated software use and
22 thresholds at which the PDRSS software should begin to gather and report data on
23 the computer using the pirated software. For example, it is common for a potential
24 customer to test out a software program for a short period of time before deciding
25 to purchase the software package legally. However, an organization that continues
26 to use illegally downloaded software for an extended period (i.e., beyond a
27 reasonable test period as defined by the software provider) has breached the
28 threshold of a trial period. Another threshold might be the detection of a cracked

1 license, which is an indication of an anomaly within the software, or other
2 suspicious patterns of use of the software.

3 39. Software providers, such as Plaintiff embed the PDRSS (according to
4 the plan tailored specifically for that software provider) within their software,
5 validate that the patterns and thresholds will trigger on pirated software (and will
6 not trigger on validly purchased software), and then release the software. The
7 software that contains the embedded PDRSS also provides a clear notice within the
8 Software License Agreement (“SLA”) of the existence of the PDRSS within the
9 software. Once new versions of software are released, both legally purchased
10 software and the eventually pirated software will contain the embedded PDRSS
11 that triggers data reporting when suspicious patterns and thresholds are detected.

12 40. Cracked versions of MASTERCAM® downloaded from a pirate
13 website still contain a Clickwrap version of the SLA that the user of the pirated
14 software must agree to before gaining access to the software.

15 41. The serial number of the license is a unique identifier and helps in
16 identifying unauthorized versions of the software. Multiple versions of software
17 using the same serial number are indicative of unauthorized versions of software
18 using a cracked license. In some cases, illegal license generators create license
19 files having serial numbers that are inconsistent with the serial numbers generated
20 by the software providers, which is also indicative of a cracked license.

21 42. The Internet Protocol (“IP”) address is a unique address used to
22 identify computers on the global network of the internet. An IP address is the
23 numerical sequence by which a computer on the public internet can identify
24 another computer on the public internet. IP addresses are in the form
25 xxx.xxx.xxx.xxx where each xxx must be a number between 0 – 255.

26 43. The identifying name of a computer is typically a name an
27 organization gives to each computer in the organization for easy identification
28 within the organization. For example, identifying computer names

1 Computer_Lab_1 and Computer_Lab_2 are easy to remember, and help employees
2 within the organization easily reference particular computers, rather than, for
3 example, referring to computers by a serial number associated with the computer
4 hardware.

5 44. A Media Access Control (“MAC”) address is a unique hardware
6 identifier assigned to network interfaces. Every device that makes a physical
7 connection to the network, whether it is an Ethernet card or port, or wireless
8 connection has a unique and specific address. Thus, a computer with both an
9 Ethernet connection and a wireless connection has two unique MAC addresses. A
10 MAC address is a series of numbers and letters. When a network device is
11 manufactured, it is assigned a MAC address at the factory. The first six digits of a
12 MAC address represent the device manufacturer, which can be looked up on the
13 Internet.

14 45. Reporting data from the embedded PDRSS includes a variety of
15 information to identify the software that has been pirated and the organizations
16 utilizing the pirated software, such as the version of the software being used, the
17 license serial number, the IP address of the organization where the pirated software
18 is running, the identifying name of the computer, and a MAC address. Through
19 the Security Mechanism, Plaintiff collects the aforementioned identifying
20 information to determine when pirated and unlicensed versions of its
21 MASTERCAM® software are being utilized.

22 46. Software providers may track their own reporting data or may use
23 third party providers to track the reporting data. Once pirated copies of software
24 are identified, software providers can notify the organizations using the software
25 and request that they purchase validly licensed copies of the software instead of
26 using the pirated software.

27 47. Through the use of PDRSS, Plaintiff has identified Defendants as
28 using unlicensed and pirated MASTERCAM® software.

1 48. Plaintiff, through the Software Compliance Group (“SCG”), a third-
2 party vendor that tracks the PDRSS data for Plaintiff, collects a large volume of
3 data through the use of PDRSS that must be reviewed, analyzed and investigated to
4 determine and confirm the source of infringement. Through review, analysis and
5 investigation of the PDRSS data, SCG discovered Defendants used unlicensed and
6 pirated MASTERCAM® software.

7 49. On information and belief, Defendants, through the actions of one or
8 more individuals working for the benefit of AFL and within the course and scope
9 of their employment, installed, accessed and used pirated versions of
10 MASTERCAM®.

11 50. Pirated versions of MASTERCAM® cannot be downloaded and
12 installed accidentally or innocently. Rather, downloading and installing pirated
13 MASTERCAM® software is a multi-step process that requires willful and
14 deliberate action to circumvent the PDRSS and other components of the Security
15 Mechanism that are put in place to deter and detect unlicensed use of software.

16 51. Plaintiff has detected over one thousand three hundred (1,300)
17 instances of unauthorized access to MASTERCAM® by Defendants through the
18 use of PDRSS. The PDRSS reported at least six (6) computers owned or
19 controlled by Defendants’ or Defendants’ employees running unauthorized copies
20 of MASTERCAM® between September 10, 2019 through the present.

21 52. Many of the PDRSS Wi-Fi latitude and longitude coordinates identify
22 AFL’s address of 15534 Minnesota Avenue, Paramount, California 90723.

23 53. One of the PDRSS “User” datapoints identifies “Ezequiel.” On
24 information and belief, this refers to Ezequiel Contreras, who according to his
25 LinkedIn profile, is a CNC machinist and employee of AFL.

26 54. On May 3, 2022, and again on May 17, 2022, McInnes & McLane,
27 LLP (“M&M”) sent letters to AFL via email to the email addresses
28 “rfq@aerosparesfab.com” and “asf@aerosparesfab.com” on behalf of Plaintiff to

1 notify AFL of the infringing use of MASTERCAM®, and to seek a resolution for
2 the unlicensed use of the software.

3 55. The May 3, 2022 letter contained a summary of a representative
4 sample of the PDRSS infringements to assist AFL to locate and isolate the
5 computers at issue.

6 56. All indications are that the emails were received. However, M&M
7 received no response to the May 2022 correspondences.

8 57. On May 27, 2022, M&M sent the May 3, 2022 and May 17, 2022
9 letters to AFL via priority mail through the United States Post office.

10 58. United States Post Office tracking indicates the May 27, 2022
11 correspondence was delivered to AFL's physical address of 15534 Minnesota
12 Avenue, Paramount, California 90723 on May 31, 2022.

13 59. However, M&M received no response to its letters, and the
14 infringements continued and continue through the date of this filing.

15 60. As a direct and proximate result of Defendants' acts of infringement,
16 the Plaintiff has suffered damages and will continue to suffer damages.

17 61. As a direct and proximate result of Defendants' acts of infringement,
18 the Plaintiff has suffered and continues to suffer irreparable harm for which there is
19 no adequate remedy at law.

20 **COUNT ONE**

21 Infringement of MASTERCAM® Software Registration Number TX 000-740-
22 3804 ("MASTERCAM X5®") by Defendants, 17 U.S.C. §§ 106 and 501

23 62. The Plaintiff incorporates the previous paragraphs of this Complaint
24 by reference and re-alleges them as originally and fully set forth herein.

25 63. Defendants have knowingly and intentionally infringed, and continue
26 to infringe MASTERCAM X5®, and will continue to do so unless enjoined by this
27 Court.

28 64. As a direct and proximate consequence of Defendants' infringing acts,

1 the Plaintiff has suffered and will continue to suffer injury and damages, and
2 unless such acts and practices are enjoined by the Court, will continue to be injured
3 in its business and property rights, and will suffer and continue to suffer injury and
4 damages, which are causing irreparable harm and for which Plaintiff is entitled to
5 relief.

6 65. Upon information and belief, the aforementioned infringement is
7 knowing, intentional and willful.

8 **COUNT TWO**

9 Infringement of MASTERCAM® Software Registration Number TXu 1-832-859
10 (“MASTERCAM X6®”) by Defendants, 17 U.S.C. §§ 106 and 501

11 66. The Plaintiff incorporates the previous paragraphs of this Complaint
12 by reference and re-alleges them as originally and fully set forth herein.

13 67. Defendants have knowingly and intentionally infringed and continue
14 to infringe MASTERCAM X6®, and will continue to do so unless enjoined by this
15 Court.

16 68. As a direct and proximate consequence of Defendants’ infringing acts,
17 the Plaintiff has suffered and will continue to suffer injury and damages, and
18 unless such acts and practices are enjoined by the Court, will continue to be injured
19 in its business and property rights, and will suffer and continue to suffer injury and
20 damages, which are causing irreparable harm and for which Plaintiff is entitled to
21 relief.

22 69. Upon information and belief, the aforementioned infringement is
23 knowing, intentional and willful.

24 **COUNT THREE**

25 Infringement of MASTERCAM® Software Registration Number TX 7-923-706
26 (“MASTERCAM X7®”) by Defendants, 17 U.S.C. §§ 106 and 501

27 70. The Plaintiff incorporates the previous paragraphs of this Complaint
28 by reference and re-alleges them as originally and fully set forth herein.

1 71. Defendants have knowingly and intentionally infringed, and continue
2 to infringe MASTERCAM X7®, and will continue to do so unless enjoined by this
3 Court.

4 72. As a direct and proximate consequence of Defendants' infringing acts,
5 the Plaintiff has suffered and will continue to suffer injury and damages, and
6 unless such acts and practices are enjoined by the Court, will continue to be injured
7 in its business and property rights, and will suffer and continue to suffer injury and
8 damages, which are causing irreparable harm and for which Plaintiff is entitled to
9 relief.

10 73. Upon information and belief, the aforementioned infringement is
11 knowing, intentional and willful.

12
13 **COUNT FOUR**

14 Infringement of MASTERCAM® Software Registration Number TX 8-051-551
15 ("MASTERCAM X8®") by Defendants, 17 U.S.C. §§ 106 and 501

16 74. The Plaintiff incorporates the previous paragraphs of this Complaint
17 by reference and re-alleges them as originally and fully set forth herein.

18 75. Defendants have knowingly and intentionally infringed, and continue
19 to infringe MASTERCAM X8®, and will continue to do so unless enjoined by this
20 Court.

21 76. As a direct and proximate consequence of Defendants' infringing acts,
22 the Plaintiff has suffered and will continue to suffer injury and damages, and
23 unless such acts and practices are enjoined by the Court, will continue to be injured
24 in its business and property rights, and will suffer and continue to suffer injury and
25 damages, which are causing irreparable harm and for which Plaintiff is entitled to
26 relief.

27 77. Upon information and belief, the aforementioned infringement is
28 knowing, intentional and willful.

COUNT FIVE

Infringement of MASTERCAM® Software Registration Number TX 8-118-373
("MASTERCAM X9®") by Defendants, 17 U.S.C. §§ 106 and 501

78. The Plaintiff incorporates the previous paragraphs of this Complaint by reference and re-alleges them as originally and fully set forth herein.

79. Defendants have knowingly and intentionally infringed, and continue to infringe MASTERCAM X9®, and will continue to do so unless enjoined by this Court.

80. As a direct and proximate consequence of Defendants' infringing acts, the Plaintiff has suffered and will continue to suffer injury and damages, and unless such acts and practices are enjoined by the Court, will continue to be injured in its business and property rights, and will suffer and continue to suffer injury and damages, which are causing irreparable harm and for which Plaintiff is entitled to relief.

81. Upon information and belief, the aforementioned infringement is knowing, intentional and willful.

COUNT SIX

Infringement of MASTERCAM® Software Registration Number TX 8-475-949
("MASTERCAM X10®") by Defendants, 17 U.S.C. §§ 106 and 501

82. The Plaintiff incorporates the previous paragraphs of this Complaint by reference and re-alleges them as originally and fully set forth herein.

83. Defendants have knowingly and intentionally infringed, and continue to infringe MASTERCAM X10®, and will continue to do so unless enjoined by this Court.

84. As a direct and proximate consequence of Defendants' infringing acts, the Plaintiff has suffered and will continue to suffer injury and damages, and unless such acts and practices are enjoined by the Court, will continue to be injured in its business and property rights, and will suffer and continue to suffer injury and

1 damages, which are causing irreparable harm and for which Plaintiff is entitled to
2 relief.

3 85. Upon information and belief, the aforementioned infringement is
4 knowing, intentional and willful.

5 **COUNT SEVEN**

6 Infringement of MASTERCAM® Software Registration Number TX 000-856-
7 1629 (“MASTERCAM 2017®”) by Defendants, 17 U.S.C. §§ 106 and 501

8 86. The Plaintiff incorporates the previous paragraphs of this Complaint
9 by reference and re-alleges them as originally and fully set forth herein.

10 87. Defendants have knowingly and intentionally infringed, and continue
11 to infringe MASTERCAM 2017®, and will continue to do so unless enjoined by
12 this Court.

13 88. As a direct and proximate consequence of Defendants’ infringing acts,
14 the Plaintiff has suffered and will continue to suffer injury and damages, and
15 unless such acts and practices are enjoined by the Court, will continue to be injured
16 in its business and property rights, and will suffer and continue to suffer injury and
17 damages, which are causing irreparable harm and for which Plaintiff is entitled to
18 relief.

19 89. Upon information and belief, the aforementioned infringement is
20 knowing, intentional and willful.

21 **COUNT EIGHT**

22 Infringement of MASTERCAM® Software Registration Number TX 8-469-597
23 (“MASTERCAM 2018®”) by Defendants, 17 U.S.C. §§ 106 and 501

24 90. The Plaintiff incorporates the previous paragraphs of this Complaint
25 by reference and re-alleges them as originally and fully set forth herein.

26 91. Defendants have knowingly and intentionally infringed, and continue
27 to infringe MASTERCAM 2018®, and will continue to do so unless enjoined by
28 this Court.

1 by reference and re-alleges them as originally and fully set forth herein.

2 99. Defendants have knowingly and intentionally infringed, and continue
3 to infringe MASTERCAM 2020®, and will continue to do so unless enjoined by
4 this Court.

5 100. As a direct and proximate consequence of Defendants' infringing acts,
6 the Plaintiff has suffered and will continue to suffer injury and damages, and
7 unless such acts and practices are enjoined by the Court, will continue to be injured
8 in its business and property rights, and will suffer and continue to suffer injury and
9 damages, which are causing irreparable harm and for which Plaintiff is entitled to
10 relief.

11 101. Upon information and belief, the aforementioned infringement is
12 knowing, intentional and willful.

13 **COUNT ELEVEN**

14 Infringement of MASTERCAM® Software Registration Number TXu 2-175-258
15 ("MASTERCAM 2021® by Defendants, 17 U.S.C. §§ 106 and 501

16 102. The Plaintiff incorporates the previous paragraphs of this Complaint
17 by reference and re-alleges them as originally and fully set forth herein.

18 103. Defendants have knowingly and intentionally infringed, and continue
19 to infringe MASTERCAM 2021®, and will continue to do so unless enjoined by
20 this Court.

21 104. As a direct and proximate consequence of Defendants' infringing acts,
22 the Plaintiff has suffered and will continue to suffer injury and damages, and
23 unless such acts and practices are enjoined by the Court, will continue to be injured
24 in its business and property rights, and will suffer and continue to suffer injury and
25 damages, which are causing irreparable harm and for which Plaintiff is entitled to
26 relief.

27 105. Upon information and belief, the aforementioned infringement is
28 knowing, intentional and willful.

COUNT TWELVE

Infringement of MASTERCAM® Software Registration Number TX 8-996-742
("MASTERCAM 2022®") by Defendants, 17 U.S.C. §§ 106 and 501

106. The Plaintiff incorporates the previous paragraphs of this Complaint
by reference and re-alleges them as originally and fully set forth herein.

107. Defendants have knowingly and intentionally infringed, and continue
to infringe MASTERCAM 2022®, and will continue to do so unless enjoined by
this Court.

108. As a direct and proximate consequence of Defendants' infringing acts,
the Plaintiff has suffered and will continue to suffer injury and damages, and
unless such acts and practices are enjoined by the Court, will continue to be injured
in its business and property rights, and will suffer and continue to suffer injury and
damages, which are causing irreparable harm and for which Plaintiff is entitled to
relief.

109. Upon information and belief, the aforementioned infringement is
knowing, intentional and willful.

COUNT THIRTEEN

Infringement of MASTERCAM® Software Registration Number TX 9-048-616
("MASTERCAM PREVIEW 2023®") by Defendants, 17 U.S.C. §§ 106 and 501

110. The Plaintiff incorporates the previous paragraphs of this Complaint
by reference and re-alleges them as originally and fully set forth herein.

111. Defendants have knowingly and intentionally infringed, and continue
to infringe MASTERCAM PREVIEW 2023®, and will continue to do so unless
enjoined by this Court.

112. As a direct and proximate consequence of Defendants' infringing acts,
the Plaintiff has suffered and will continue to suffer injury and damages, and
unless such acts and practices are enjoined by the Court, will continue to be injured
in its business and property rights, and will suffer and continue to suffer injury and

1 damages, which are causing irreparable harm and for which Plaintiff is entitled to
2 relief.

3 113. Upon information and belief, the aforementioned infringement is
4 knowing, intentional and willful.

5 **COUNT FOURTEEN**

6 Infringement of MASTERCAM® Software Registration Number TX 9-131-575
7 (“MASTERCAM 2023®”) by Defendants, 17 U.S.C. §§ 106 and 501

8 114. The Plaintiff incorporates the previous paragraphs of this Complaint
9 by reference and re-alleges them as originally and fully set forth herein.

10 115. Defendants have knowingly and intentionally infringed, and continue
11 to infringe MASTERCAM 2023®, and will continue to do so unless enjoined by
12 this Court.

13 116. As a direct and proximate consequence of Defendants’ infringing acts,
14 the Plaintiff has suffered and will continue to suffer injury and damages, and
15 unless such acts and practices are enjoined by the Court, will continue to be injured
16 in its business and property rights, and will suffer and continue to suffer injury and
17 damages, which are causing irreparable harm and for which Plaintiff is entitled to
18 relief.

19 117. Upon information and belief, the aforementioned infringement is
20 knowing, intentional and willful.

21
22 **COUNT FIFTEEN**

23 Unlawful Circumvention Under the Digital Millennium Copyright Act (“DMCA”)
24 by Defendants, 17 U.S.C. §§ 1201 and 1203

25 118. The Plaintiff incorporates the previous paragraphs of this Complaint
26 by reference and re-alleges them as originally and fully set forth herein.

27 119. Plaintiff uses a Security Mechanism to control access to and the
28 copying of its MASTERCAM® software, and to prevent unauthorized access and

1 unauthorized copying.

2 120. On information and belief, Defendants defeated the Security
3 Mechanism, which has allowed Defendants to access and copy the
4 MASTERCAM® software without authorization.

5 121. Defendants' conduct has caused, and unless enjoined will continue to
6 cause, irreparable harm to Plaintiff, for example through the loss of substantial
7 licensing revenue and diminishment of exclusivity, inherent value, and
8 marketability of the MASTERCAM® software.

9 122. Accordingly, Defendants have violated 17 U.S.C. § 1201, and this
10 violation is willful.

11 123. As a result of Defendants' unlawful circumvention, Plaintiff is entitled
12 to actual damages and any additional profits of Defendants pursuant to 17 U.S.C.
13 §1203(c)(2) or statutory damages pursuant to 17 U.S.C. §1203(c)(3).

14 124. Plaintiff is entitled to costs, including reasonable attorneys' fees,
15 pursuant to 17 U.S.C. § 1203(b).

16 **COUNT SIXTEEN**

17 **Breach of Contract**

18 125. The Plaintiff incorporates the previous paragraphs of this Complaint
19 by reference and re-alleges them as originally and fully set forth herein.

20 126. Plaintiff and Defendants entered into a Clickwrap SLA wherein
21 Defendants expressly and impliedly agreed to the terms and conditions set forth in
22 the SLA.

23 127. By Defendants' acceptance of the SLA upon installation of the
24 software, Plaintiff and Defendants entered into a Software License Agreement,
25 wherein Defendants expressly and impliedly agreed to the terms and conditions set
26 forth in the Agreement.

27 128. Plaintiff has performed all conditions, covenants, and promises
28 required on its part to be performed in accordance with the terms and conditions of

1 the Agreement.

2 129. Defendants breached the SLA by illegally downloading and using
3 pirated versions of MASTERCAM®, without proper authorization or payment to
4 CNC as required by the SLA.

5 130. As a direct and proximate result of Defendants' breach of the SLA,
6 Plaintiff has sustained damages.

7
8 WHEREFORE, Plaintiff, CNC Software, LLC, respectfully requests that this
9 Court enter judgment in its favor and against Defendants and requests relief as
10 follows:

- 11 A. Judgment be entered in its favor and against Defendants on each count of
12 the Complaint;
- 13 B. Declaring that Defendants have infringed the MASTERCAM® software;
- 14 C. Declaring that the foregoing infringement was willful and knowing;
- 15 D. Entry of a preliminary and thereafter permanent injunction prohibiting
16 the Defendants, and their agents, servants and employees, and all persons
17 acting in concert with, or for them from continuing to reproduce,
18 distribute, display, disseminate, transmit, make available for download or
19 otherwise use the MASTERCAM® software in any manner whatsoever
20 appropriating or in violation of the Plaintiff's Copyrights;
- 21 E. Declaring that Defendants have engaged in unlawful circumvention of
22 copyright Security Mechanisms in violation of DMCA;
- 23 F. An order awarding Plaintiff statutory and/or actual damages for each
24 instance on which Defendants circumvented measures controlling access
25 to Plaintiff's software pursuant to 17 U.S.C. § 1203;
- 26 G. Entry of a preliminary and thereafter permanent injunction prohibiting
27 the Defendants and their agents, servants and employees, and all persons
28 acting in concert with, or for them from any further unlawful

- 1 circumvention of Plaintiff's Security Mechanisms;
- 2 H. Award Plaintiff its actual damages and Defendants' additional profits in
- 3 an amount to be determined at trial;
- 4 I. Compensatory damages for breach of contract in an amount to be
- 5 determined at trial;
- 6 J. An order for an accounting of all gains, profits, cost savings and
- 7 advantages realized by Defendants from their acts;
- 8 K. Award Plaintiff prejudgment and post judgment interest;
- 9 L. Award Plaintiff its costs, attorneys' fees and expenses arising from this
- 10 suit;
- 11 M. For entry of an order that restrains and preliminary enjoins, and a final
- 12 order that permanently enjoins, Defendants, their officers, agents,
- 13 servants, employees, and attorneys and all persons acting in active
- 14 concert or participation with any of them, from (a) the unlicensed use or
- 15 duplication of CNC's software to facilitate manufacturing of goods; and
- 16 (b) facilitating or encouraging the downloading or copying of any CNC
- 17 software, firmware or support materials from any source;
- 18 N. For a seizure order directed to all infringing copies of CNC's
- 19 MASTERCAM® software or other copyrighted works of CNC in
- 20 Defendants' possession, including equipment and drives on which the
- 21 MASTERCAM® software is installed; and
- 22 O. Grant Plaintiff, such other relief as this Court, deems just and proper.

23 //

24 //

25 //

26 //

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28 //

1 Dated: July 12, 2022

Respectfully submitted,

2
3 **MI LORD & ASSOCIATES, P.C.**

4 /s/ Milord A. Keshishian

5 Milord A. Keshishian

6 Stephanie V. Trice

7 Attorneys for Plaintiff,

8 CNC Software, LLC

9
10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiff demands a trial by jury.

13
14
15
16 Dated: July 12, 2022

Respectfully submitted,

17 **MI LORD & ASSOCIATES, P.C.**

18
19 /s/ Milord A. Keshishian

20 Milord A. Keshishian

21 Stephanie V. Trice

22 Attorneys for Plaintiff,

23 CNC Software, LLC